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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

ROBERT HEATH, on behalf of himself
and
CHERYL FILLEKES, on behalf of herself and
others similarly situated,
Plaintiffs,
v.
GOOGLE LLC, a Delaware limited liability
company,
Defendant.

Case No. 5:15-cv-01824-BLF

**[PROPOSED] ORDER GRANTING JOINT
MOTION FOR FINAL APPROVAL OF
COLLECTIVE ACTION SETTLEMENT
AGREEMENT**

Hon. Beth Labson Freeman

Complaint Filed: April 22, 2015

1 **[PROPOSED] ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF**
2 **COLLECTIVE ACTION SETTLEMENT AGREEMENT**

3 Based on the Joint Motion of the parties, and for good cause shown, the Court approves the
4 Collective Action Settlement Agreement as fair, reasonable, and adequate and approves the terms of
5 this Settlement Agreement, and orders as follows:

- 6 • Google shall pay into the trust fund controlled by the claims administrator for the
7 benefit of Plaintiff Fillekes and the Opt-In Plaintiffs the amount of \$11,000,000, to
8 be paid within 20 business days;
- 9 • Plaintiff Cheryl Fillekes shall be paid an incentive award of \$10,000;
- 10 • Collective Counsel are awarded fees of \$2,750,000, and expenses of \$174,348.98;
- 11 • Google shall perform the programmatic relief described in the Settlement Agreement;
- 12 • Those Collective Members who failed to timely return an Acknowledgement and
13 Consent form – namely those listed in sealed Exhibit 4 – are excluded from
14 participation in the Settlement, their claims are hereby dismissed without prejudice,
15 and the statute of limitations on their claims shall resume running for their individual
16 claims as of today’s date;
- 17 • This action and the claims in this action of Plaintiff Fillekes and those Opt-Ins who
18 are participating in the Settlement are hereby dismissed with prejudice, and Plaintiff
19 Fillekes and those Opt-Ins are enjoined and permanently barred from commencing,
20 prosecuting, or maintaining, either directly, representatively, or in any other capacity,
21 any claim that is released and barred by or subsumed within the Settlement
22 Agreement.

23 This Court shall have continuing jurisdiction to enforce the Settlement Agreement.

24 Dated: _____

25 _____
26 UNITED STATES DISTRICT JUDGE

27 39261969.2